

INDEXED AND AMENDED RED DIRT JEEP CLUB BY-LAWS  
(Adopted 07/15/2021)

1. ARTICLE I: NAME

- 1.1. The name of this organization shall be Red Dirt Jeep Club hereinafter referred to as Red Dirt Jeep Club or RDJC.

2. ARTICLE II: PURPOSE

- 2.1. MISSION STATEMENT: Red Dirt Jeep Club, the most prominent Jeep Club in Oklahoma, engages families, communities, and Jeep owners through off-roading, social events, and fundraising.
- 2.2. RED DIRT JEEP CLUB CORE VALUES: is a non-profit organization of members who stand by these core values:
- 2.2.1. Friendship. The main purpose of this organization is social. Red Dirt Jeep Club wants to help engage new friendships while having fun learning about our vehicles and their capabilities through events like off-road adventures, regular meetings, and other social events.
- 2.2.2. Family. Red Dirt Jeep Club's official sanctioned events are family friendly. Sharing our passion for off-roading with our kids is important because they are the future stewards of the off-road community.
- 2.2.3. Community. As an organization, we want to give back to the community through charitable donations, time spent at community functions, and supporting local businesses.
- 2.2.4. Safety. As an organization, we want to educate our members how to wheel safely and to leave no trace in our wild places.

3. ARTICLE III: BOARD OF DIRECTORS

- 3.1. Red Dirt Jeep Club shall be administered by Directors from which officers of President, Vice President, Secretary, Treasurer, and Sergeant at Arms are derived as well as two at large voting Directors hereinafter referred to as the Board of Directors (BOD.)

3.1.1. Number, Qualification, Appointment or Election. There shall be 7 members in good standing of RDJC to comprise the Board of Directors and shall thereafter govern the affairs of RDJC until their successors have been duly selected and qualified. No candidate who is not current in his, her or their annual dues may be considered for a role as Director.

- 3.1.2. General Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration, operation, and maintenance of the affairs of RDJC. The Board of Directors may do all such acts and things except as prohibited by law or by these Bylaws.

- 3.1.3. Other Powers and Duties. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the RDJC membership at large:
- 3.1.3.1. Administration. To administer and enforce the conditions, restrictions, obligations, of RDJC
  - 3.1.3.2. Rules and Regulations. To establish, make and enforce compliance with such reasonable rules as may be necessary for the operation of RDJC and associated events and social media entities, with the right to amend the same from time to time.
  - 3.1.3.3. Insurance. To insure and keep insured all the applicable events and entities sponsored by RDJC where required by law. To insure and keep insured all the common fixtures, equipment and property owned that might be acquired and owned for the benefit of RDJC and its membership. Further, to obtain and maintain comprehensive liability insurance where and if applicable and to obtain such other insurance policies as deemed appropriate by the Board of Directors.
  - 3.1.3.4. Budget. To prepare an annual budget.
  - 3.1.3.5. Protect and Defend. To protect and defend the entity known as RDJC from loss and damage by suit or otherwise.
  - 3.1.3.6. Contract. To enter into contracts within the scope of their duties and powers.
  - 3.1.3.7. Bank Account. To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.
  - 3.1.3.8. Books and Records. To keep and maintain full and accurate books and records showing all the receipts, expenses or disbursements.
  - 3.1.3.9. Personnel/MODs. To designate, employ and dismiss the personnel/Mods necessary for the maintenance and operation of RDJC, its components and affiliates.
  - 3.1.3.10. Ownership or Lease of Real Property. To own, convey, encumber, lease or otherwise deal with real property conveyed for the benefit of RDJC and its membership at large.
  - 3.1.3.11. All Things Necessary and Proper. To do all things necessary and proper for the sound and efficient management of RDJC
  - 3.1.3.12. Tax Status. To determine each year the advisability of election of tax status under the appropriate Section of the Internal Revenue Code of 1954 and execute all things necessary to remain in good Tax standing.
- 3.1.4. Selection and Term of Office. The initial board established in Red Dirt Jeeps and carried over in the initial establishment of RDJC, the term of office of a Director shall be a lifetime appointment. The Directors shall hold office until their successors have been interviewed and selected by the remaining board of directors.
- 3.1.5. Vacancies in Board. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by a majority vote of the remaining Directors after reviewing resume's and applications from interested qualified candidates. Only paid members in good standing with the Club for a period of one full year may be considered for a director position.
- 3.1.6. Directors' Regular Meetings. Regular meetings of the Board of Directors may be

held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or email or digital messenger at least five (5) days prior to the day named for such meeting.

- 3.1.7. Directors' Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director, given personally, by mail, telephone, email, or digital messenger, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special Meetings of the Board of Directors shall be called by the President or Secretary of RDJC in like manner and on like notice on the written request of one or more Directors.
- 3.1.8. Board of Directors' Quorum. At all meetings of the Board, a majority (4) of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any time sensitive business that cannot wait until the next scheduled or special meeting which might have been transacted at the meeting as originally called may be transacted with the written authority of RDJC's presiding President without further notice.
- 3.1.9. Compensation. No member of the Board of Directors shall receive any compensation for acting as such. However, members of the Board of Directors or Association may be reimbursed for expenses incurred by them in the performance of Association business. Compensation does not include gifts of appreciation or condolences to any member or outgoing Directors.
- 3.1.10. Attendance. All board members must attend at least 75% of all regularly scheduled meetings where a quorum was present. Special meetings or regularly scheduled meetings that lacked a quorum are not calculated in attendance requirement metric. In the event an elected officer fails to meet his or her attendance responsibility, the President may call for the Board of Directors to dismiss by a majority vote at the next regularly scheduled or special meeting, and begin the process to fill a vacant board member seat.

#### 4. ARTICLE IV: OFFICERS

- 4.1. Designation. The officers of RDJC shall be a President, Vice President, Secretary, Treasurer and Sergeant of Arms, all of whom shall be members of and elected by the RDJC the Board of Directors.
- 4.2. Term of Office. The term of office shall be for a minimum period of 1 year from the first meeting of the calendar year and shall hold office subject to the continuing approval of the majority membership of the Board of Directors.
- 4.3. Election of Officers. The officers of RDJC shall be elected annually by the Board of Directors at the first Board of Directors meeting of each calendar year or continued by an annual majority vote of confidence by the Board of Directors.
- 4.4. Removal of Officers. Upon an affirmative vote of a majority of the members of the

Board of Directors, any officer may have their office removed either with or without cause, and their successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

#### 4.5. Officers by Position.

##### 4.5.1. President:

- 4.5.1.1. Exercise general supervision of the club, club affairs, and represent the club in any meetings outside the organization.
- 4.5.1.2. Sets the Agenda and conducts general membership and board meetings (as needed)
- 4.5.1.3. Assist in managing the club calendar of events and assure delegation of assignments to designees or appointed event coordinators.
- 4.5.1.4. Assist in the Administration of reddirtjeepclub.com web page and Facebook Group page.
- 4.5.1.5. Appoint, train and develop qualified trail bosses to support the club's officers on trail rides.
- 4.5.1.6. Appoint other committee heads as needed.

##### 4.5.2. Vice President:

- 4.5.2.1. Act as President in the absence of the President.
- 4.5.2.2. Assist in managing the club calendar of events and assure delegation of assignments to designees or event coordinators.
- 4.5.2.3. Administer reddirtjeepclub.com web page and Facebook Group page.
- 4.5.2.4. Assist the club president with their roles and responsibilities as needed.

##### 4.5.3. Secretary:

- 4.5.3.1. Record minutes of all club Board of Directors meetings.
- 4.5.3.2. Maintain a copy of all club membership paperwork, rosters, and waiver documents.
- 4.5.3.3. Provide a copy of all documents to the club President as a backup.
- 4.5.3.4. Assist in the Administration of reddirtjeepclub.com web page and Facebook Group page.

##### 4.5.4. Treasurer:

- 4.5.4.1. Fiduciary agent that maintains all club finances, signs all checks, and presents regular financial statements at club meetings.
- 4.5.4.2. Prepare and monitor the annual budget for review and approval by a majority vote of the Board of Directors.
- 4.5.4.3. Assist in the Administration of reddirtjeepclub.com web page and Facebook Group page.

##### 4.5.5. Sergeant at Arms:

- 4.5.5.1. Ensure the Board of Directors and club membership at large adhere to the Bylaws and Standing Rules of the club and are held accountable without fear of reprisal.
  - 4.5.5.2. Carry-out Standards enforcement as well as orders of the Board of Directors as it pertains to club standards and code of conduct.
  - 4.5.5.3. Report any unseemly behavior of incidents to the Board of Directors.
  - 4.5.5.4. Assist in the Administration of reddirtjeepclub.com web page and Facebook Group page.
- 4.5.6. At Large Voting Member of the Board of Directors:
- 4.5.6.1. Must be a member at least 6 months and in good standing.
  - 4.5.6.2. Appointed by a majority vote of the BOD.
  - 4.5.6.3. Attend BOD meetings when necessary for voting purposes.
  - 4.5.6.4. Assist in the administration of the Facebook group page.
  - 4.5.6.5. Assist the Officers with their roles and responsibilities where appropriately needed.

#### 4.6. Non-Voting Role Positions.

##### 4.6.1. Trail Boss:

- 4.6.1.1. Serves at the pleasure of the Board of Directors
- 4.6.1.2. Appointed by the President and confirmed by a majority vote of the BOD.
- 4.6.1.3. There is no defined number of qualified members that can be designated as a club Trail Bosses.
- 4.6.1.4. Responsible for application of safety, recovery and proper trail techniques on group rides.
- 4.6.1.5. Oversees or coordinates trail repairs as needed.
- 4.6.1.6. At least one trail boss must be present at any official Red Dirt Jeep Club rides.
- 4.6.1.7. All club members, including directors are eligible to be trail bosses.
- 4.6.1.8. Promote the education of proper trail techniques, trail repairs, safety, recovery, tread lightly principles and first aid for all Red Dirt Jeep Club Members.

##### 4.6.2. Event Coordinator:

- 4.6.2.1. Serves at the pleasure of the Board of Directors and can be removed at any time.
- 4.6.2.2. Appointed by the President and confirmed by a majority vote of the BOD as needed.
- 4.6.2.3. Responsible for promoting and coordinating RDJ sanctioned events as assigned by event.
- 4.6.2.4. All club members, including directors are eligible to be event coordinators.

##### 4.6.3. Moderator:

- 4.6.3.1. Serves at the pleasure of the Board of Directors and can be removed at

any time.

4.6.3.2. Appointed by the President and confirmed by a majority vote of the BOD as needed.

4.6.3.3. Assist in the administration of the Facebook group page.

## 5. ARTICLE V: MEMBERSHIP REQUIREMENTS

### 5.1. GENERAL

5.1.1. Red Dirt Jeep Club is open to owners of Jeep® brand vehicles who live in Oklahoma. 5.1.2. Members must be at least sixteen(16) years of age or older.

5.1.3. Membership privileges are purchased by either a single or family unit.

5.1.4. Each member must sign a RDJ liability waiver and emergency contact card. (Available at [www.reddirtjeepclub.com](http://www.reddirtjeepclub.com))

5.1.5. Red Dirt Jeep Club will not be held responsible for injuries to a member, guest and/or prospective member.

5.1.6. Red Dirt Jeep Club will not be held responsible for damage or loss to any vehicle or personal property at an organized RDJ event, meet & greet, or invasion.

5.1.7. Participation in any RDJ event is voluntary and is solely at the risk of those who choose to participate.

### 5.2. DUES

5.2.1. Club membership for the first year is \$25 for an individual / \$35 for family. Renewal fee for an individual is \$20 / family is \$30. Family is described as immediate family members living under the same roof. Family members who are 18 and own a Jeep®, must purchase a separate membership.

5.2.2. New Club Membership Package includes a Membership Card and a set of Club decals. 2020 members will also receive an exclusive 1st year Club Patch.

5.2.3. Beginning 01/01/2020, current members of the RDJ Facebook group will have the option to pay dues and receive the New Member Package. If dues are not paid by January 1, 2021, all member privileges will be revoked for non-renewal.

5.2.4. Beginning 01/01/2020, all new prospective members will be required to pay membership dues.

5.2.5. Membership dues are valid for 1 calendar year from January 1 to December 31. There is a grace period until March 31 before all member privileges are revoked for non-renewal. All dues past and present, must be brought up to date before a member can be reinstated. 5.2.6. Dues may be paid electronically or in-person at events.

5.2.7. Member Dues Paid after October 31 of the current year will have the following year included. (I.e. Member John signs up November 1, 2020, he will not have to renew until January 1, 2022.) (bylaws amended 1/14/2020 to include this portion)

5.2.8. Members shall notify the Board of Directors of any change of mailing or email address as soon as possible to [info@reddirtjeepclub.com](mailto:info@reddirtjeepclub.com)

5.2.9. Red Dirt Jeep Club may deny or revoke membership to any person by a majority vote of the BOD with a prorated refund of that current years dues.

### 5.3. CLUB SPONSORS/PARTNERS

- 5.3.1. Club Partners/Sponsors may be identified through nomination by any member in good standing. Nomination must be in writing to the BOD. Club membership status is granted to a person, business, or organization that RDJC feels supports the Club and its activities and adheres to RDJC's core values.
- 5.3.2. Entities nominated for Partner/Sponsor status shall have indicated their willingness to be recognized as such prior to a vote by the BOD. Partner status does not obligate the Partner to any specific financial support to RDJC, however, it should be generally viewed that to be a Partner/Sponsor, the relationship should be anticipated to be mutually beneficial. If so requested, Partners'/Sponsors' logos and business/contact information may be included on [www.reddirtjeepclub.com](http://www.reddirtjeepclub.com) and other media.
- 5.3.3. Red Dirt Jeep Club Bylaws apply equally to Partners'/Sponsors' conduct as they do to members. Partner/Sponsor status will be reviewed annually in the fourth quarter by the BOD. Partner/Sponsor status may be revoked at any time.

## 6. ARTICLE VI: FINANCE/CLUB FUNDS

- 6.1. All monies collected by this organization shall be immediately turned over to the treasurer and placed in the organization's bank account.
- 6.2. No part of the net income or net assets of RDJC shall inure to the benefit of, or be distributed to, its directors, officers, members or other private persons over and above any compensations set forth in RDJC's bylaws for services rendered.
- 6.3. RDJC is authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its tax-exempt purposes.
- 6.4. RDJC shall have a budget that is voted and adopted by its Board of Directors, in addition but not limited to, review of all expenses, expenditures, and balances.
- 6.5. No substantial part of the activities of RDJC shall be the carrying on of propaganda, or otherwise attempting to influence legislation that is not Jeep related or direct or indirectly impactful to the sport of off-roading.
- 6.6. RDJC shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- 6.7. Notwithstanding any other provision of these articles, RDJC shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(7) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- 6.8. No member, officer, or director of RDJC shall be personally liable for the debts or obligations of RDJC of any nature whatsoever, nor shall any property of the members, officers, or directors be subject to the payment of debts or obligations of RDJC.
- 6.9. No member of the Board of Directors, designee, or employee of the Non Profit acting on behalf of the RDJC Board, shall be personally liable for any action, for any mistake

or error in judgement or omission believed in good faith to be within the scope of authority conferred or implied by the Articles of Incorporation or by the Corporation, determination or interpretation taken or made in good faith with respect to the Plan, and all members of the Board and each and any officer or employee of the Corporation acting on their behalf shall, to the extent permitted by law, be fully indemnified and protected by the Corporation in respect of any such action, determination or interpretation.

6.10. A Board Member or Officer will be liable for any expenses or damages incurred by the Corporation resulting from all acts or omissions involving fraud or intentional wrongdoing.

6.11. Upon the dissolution or winding up of the Corporation, all of the business, properties, assets and income of the Corporation remaining after payment, or provision for payment, of all debts and liabilities of this Corporation, shall be distrusted to a nonprofit fund, association, or corporation which is organized and operated exclusively related to the purposes and goals of this Corporation, as may be determined by the Board of Directors of this Corporation in its sole discretion, and which has established its tax exempt status under 501(c)(7) of the Internal Revenue Code of 1986, as amended.

#### 6.12. PURPOSE CLAUSE

6.12.1. This corporation is organized and operated exclusively as a social and recreation club for the pleasure and recreation of its members and other nonprofit purposes within the meaning of 501(c)(7) of the Internal Revenue

6.12.2. Code of 1986 (as amended) or the corresponding provision of any future United States internal revenue law. The social and recreational facilities of this corporation shall not be made available to the general public.

#### 6.13. ADDITIONAL CLAUSE

6.13.1. This corporation shall have an established membership of individuals, personal contacts, and fellowship. The qualifications, privileges, and responsibilities of members shall be as provided in the bylaws of the corporation.

6.13.2. The Corporation may devote a substantial part of its activities for lobbying purposes on behalf of its chosen and voted by Board affiliates and other nonprofit events. (bylaws amended 1/14/2020 to include this portion)

### 7. ARTICLE VII: MEETINGS AND EVENTS

7.1. A general meeting of the Red Dirt Jeep® Club Board of Directors will be held every other month at a specified date, time and place as announced at the previous meeting.

7.2. Red Dirt Jeep® Club will make every attempt to schedule a monthly trail ride or planned activity to be held as the schedule and resources allow.

7.3. Red Dirt Jeep® Club will make every attempt to have biweekly get-togethers (meet & greets) at a location specified prior to the event as the schedule and resources allows.

7.4. The Club President will present to the membership each January a proposed calendar for the year. The calendar of events will include the general meetings, and as many scheduled trail rides as possible, plus annual fundraising events.



## 7.5. Approved events include:

### 7.5.1. Meet & Greet

- 7.5.1.1. Official Sanctioned Club Event
- 7.5.1.2. Created by a member of the Board of Directors
- 7.5.1.3. Club memberships available for purchase
- 7.5.1.4. Club merchandise available for purchase

### 7.5.2. Invasion

- 7.5.2.1. Must be approved by the Board of Directors
- 7.5.2.2. Must be held at a family friendly location
- 7.5.2.3. Created by any member in good standing

### 7.5.3. Parade/Holiday Event

- 7.5.3.1. Must be approved by the Board of Directors
- 7.5.3.2. Created by any member in good standing

### 7.5.4. Fundraisers

- 7.5.4.1. Must be approved by the Board of Directors
- 7.5.4.2. Must be held at a family friendly location
- 7.5.4.3. Created by a member of the Board of Directors

## 8. ARTICLE VIII: CODE OF CONDUCT

### 8.1. General Conduct:

- 8.1.1. All club members must conduct themselves in a manner which is consistent with club standards and ideals. Any member who does not conduct themselves appropriately may be subject to disciplinary action up to and including dismissal from the club.
- 8.1.2. Any paid member may bring a formal complaint, in writing, to any officer or member of the board of directors.
  - 8.1.2.1. This Officer/Director will then forward the complaint to the club President and Sergeant at Arms.
  - 8.1.2.2. The Sergeant at Arms will review and hold an officer vote to determine if the complaint has merit.
  - 8.1.2.3. The Sergeant at Arms will make a recommendation as to the course of action to the Board of Directors.
  - 8.1.2.4. The Board of Directors will determine and administer any appropriate disciplinary action to remedy the complaint.
  - 8.1.2.5. If a club member is dismissed for any reason, they forfeit all member privileges.
  - 8.1.2.6. Any membership dues paid to the club for that year will be prorated and refunded.

8.1.2.7. Members will be held accountable for the actions for their guests.

8.2. Firearms:

8.2.1. Any member who possesses a firearm during any club activity does so at their own risk and liability.

8.2.2. Any member who chooses to carry a weapon shall follow the guidelines and policies of the establishment or venue being used for an RDJC sanctioned event.

8.2.3. Any member who chooses to carry a weapon shall follow all Local, State and Federal laws regarding the carry and use of such weapons.

8.3. Trail Rides:

8.3.1. Trail Guides or Trail Bosses will be designated and will oversee all official Club rides and have ultimate authority for all rides and scheduled Club events.

8.3.2. Any Drivers on trail rides must have a Waiver of Liability on file with Red Dirt Jeep® Club and or sign a Waiver of Liability prior to participating in a Red Dirt Jeep® Club event.

8.3.3. Tread Lightly! - Pets are always welcome but must be controlled by the owner. 8.3.4. Do not litter! If you haul it in, Haul it out!

8.4. Alcohol, Drugs, and Other Intoxicating Substances:

8.4.1. Operating a vehicle while consuming or under the influence of alcohol, drugs or other intoxicating substances will not be permitted on trail rides or at any Red Dirt Jeep® Club sanctioned event.

8.4.2. In addition, drivers are to obey all posted park-specific and state/federal specific rules and laws regarding alcohol/drug consumption.

8.4.3. Open alcohol containers are prohibited in a moving vehicle at an event. 8.4.4.

Drivers are fully responsible for the actions of their passengers Internet 8.4.5. Red Dirt Jeep® Club conducts all its communications through [Reddirtjeepclub.com](http://Reddirtjeepclub.com) and the Club's Facebook group page. It is the member's responsibility to stay informed of club activities through the websites and making sure the club has their correct email address. 8.4.6. All members must read the rules of the social media platform and agree to abide by said rules.

8.4.7. Misuse of [reddirtjeepclub.com](http://reddirtjeepclub.com) or the Club's Facebook Page or Group may result in suspension from the club. Any inappropriate images or videos posted on the website or group page WILL result in suspension from the club and the material WILL be removed.

8.4.8. Sending SPAM through [reddirtjeepclub.com](http://reddirtjeepclub.com) or the Club's Facebook group is prohibited and could result in suspension of membership.

## 9. ARTICLE IX: VEHICLE REQUIREMENTS & SAFETY

9.1. All vehicles are required to have and will be inspected for the following before each club sponsored ride:

9.1.1. Working 4WD or All-Time / Full-Time 4WD

9.1.2. Tow/Recovery points front and rear.

9.1.3. Working seat belts for all occupants.

- 9.1.4. Factory/aftermarket roll cage or normal roof and body pillars.
- 9.1.5. Vehicle needs to be in FULL working condition to the best of the owner's knowledge.
- 9.1.6. Failure to have a working vehicle on the trails may result in leaving the vehicle at the trailhead and riding with someone else. This is to keep the event flowing smoothly and to not take away from other participants' enjoyment.

9.2. Recommended but optional equipment:

- 9.2.1. Basic First Aid Kit
- 9.2.2. CB Radio-40 Channels
- 9.2.3. Fire Extinguisher (type BC minimum)
- 9.2.4. Winch
- 9.2.5. Basic Recovery Kit to include a tree-saver strap, tow strap, gloves, d-ring shackles, snatch block, flashlight.
- 9.2.6. Tire repair kit
- 9.2.7. Portable air compressor
- 9.2.8. Jack (hi-lift or farm jack if the Jeep is lifted)
- 9.2.9. Full Size spare (bylaws amended 1/14/2020 to remove this item)
- 9.2.10. Any member bringing a guest to a ride is responsible for ensuring that the guest meets all requirements and abides by the By-Laws.

## 10. ARTICLE X: AMENDMENTS

10.1. Amendments Procedures to the By-laws:

- 10.1.1. Proposed amendments must be presented in writing to all Board of Directors members in advance of the Board of Directors meeting that the action is to be taken.
- 10.1.2. Proposed amendments may be voiced by a motion at the Board of Directors meeting, requiring a second and a discussion.
- 10.1.3. Requires a majority vote by the Board of Directors.
- 10.1.4. Approved amendments take effect immediately.